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11-19-2004-sbh

AGREEMENT FOR ASSIGNMENT OF LEASE

THIS AGREEMENT made and entered into as of the 15th day of December, 2004, by and among the parties set forth below

The following terms shall have the meanings set forth below as used in this instrument

"Landlord" shall mean Gahleo Cortlandt LLC, a New York limited liability company

"Tenant/Assignor" shall mean Town Center Deli, Inc

"Assignee" shall mean Mehmet Shala, Individually and Emine Shala, Individually

"Shopping Center" shall mean Cortlandt Town Center -- Cortlandt, New York

"Lease" shall mean that Shopping Center Lease by and between Landlord and Tenant dated March 22, 1999, for the Leased Premises (together with any and all guarantees, modifications, extensions, renewals, assignments and sublettings thereof)

"Leased Premises" shall mean space #A-5, located in the Shopping Center, containing approximately 2,000 square feet

"Effective Date" of this Agreement shall mean December 15, 2004

WITNESSETH:

WHEREAS, pursuant to the Lease Landlord did lease unto Tenant/Assignor the Leased Premises, to which Lease reference is hereby made for all its terms and conditions, and,

WHEREAS, Assignee desires to replace Tenant/Assignor under the Lease and is agreeable to assuming all of the obligations of the Tenant/Assignor thereunder, and,

WHEREAS, Landlord is agreeable to Assignee's replacement of Tenant/Assignor under the Lease subject to the conditions and upon the terms and provisions hereinafter set forth

NOW THEREFORE, with the intention of being legally bound hereby and in consideration of the premises, the promises, and covenants of the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows

1 As of the Effective Date, Tenant/Assignor hereby grants, conveys, sets-over, and assigns unto Assignee all of Tenant/Assignor's right, title, and interest in and to the Lease

Assignee hereby assumes all of the obligations of Tenant/Assignor under the Lease and covenants with Landlord to make all payments and to keep and perform all conditions and covenants of the Lease in the same manner as if Assignee were the original tenant thereunder, from and after the Effective Date

It is covenanted and agreed that Tenant/Assignor shall remain liable for the prompt payment of the rent and other sums payable under the Lease and for the performance and discharge of all covenants, obligations, and undertakings of the Lease by the tenant to be kept and performed under the Lease. Tenant/Assignor hereby agrees to remain fully liable as aforesaid during any extension periods of the Lease and in the event of later or successive assignments of the Lease or subletting of the Leased Premises whether or not Tenant/Assignor is notified of such assignments, sublettings, or extensions and whether or not Tenant/Assignor's consent thereto is solicited or given

2 Assignee covenants and agrees that it will recognize Landlord as the landlord under the Lease in the same manner and to the same extent as if Assignee were the original tenant thereunder, from and after the Effective Date

3 Landlord covenants and agrees that it will recognize Assignee as the tenant under the Lease in the same manner and to the same extent as if Assignee were the original tenant thereunder, from and after the Effective Date

4 It is expressly agreed and understood by Assignee that Landlord does not hereby expressly or impliedly consent to any subsequent assignment of Assignee's interest in the Lease or to any subletting of the Leased Premises, except as and unless hereinafter expressly provided

5 Assignee acknowledges that it has examined and inspected the Leased Premises and is familiar with the physical condition thereof. Assignee further acknowledges that Landlord has not made and does not make any representations regarding the physical condition of the Leased Premises or the Shopping Center, and that there are no warranties, either express or implied, regarding the condition of the Leased Premises and the Shopping Center. Any such warranties which may exist are hereby expressly released and waived. Assignee hereby agrees to accept the Leased Premises in their "as is" condition

6 The failure of Landlord to insist upon strict performance of any of the terms, conditions, or covenants contained herein or contained in the Lease by Tenant/Assignor and/or Assignee shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein or therein contained

7 Assignee agrees to indemnify and save Tenant/Assignor harmless from and against any and all claims, actions, and demands whatsoever in respect to any covenants, conditions, obligations, liabilities, or stipulations as contained in the Lease, and from any act or omission of Assignee or any concessionaire, subtenant, licensee, servant, agent, employee, or

contractor, and from and against any and all costs, expenses, and liabilities incurred in connection with any such claims or proceedings brought thereon

8 Whenever notice shall be given by any party hereto to any other party hereto, notice shall be in writing addressed to the notice address given below or such other address as any party may from time to time designate in writing to the other parties, and shall be sent postage prepaid, certified or registered mail, return receipt requested. The notice address given below shall replace any notice address set forth in the Lease. Notice shall be deemed to have been given at the time return receipt is signed for, provided, however, that if delivery is refused or the notice is unclaimed, notice shall be deemed received five (5) days after same shall have been deposited in the mail

Landlord's Notice Address: Galileo Cortlandt LLC
% CBL & Associates Management, Inc.
CBL Center, Suite 500
2030 Hamilton Place Boulevard
Chattanooga, Tennessee 37421-6000

Tenant/Assignors Notice Address: Town Center Deli, Inc.
57 Maple Avenue
Hastings on Hudson, NY 10706
Attention: Marc Hiltzley/Steve Ciancio

Assignee's Notice Address: Mehmet Shala and Emine Shala
3461 Russell Place
Yorktown Heights, NY 10595

9 The provisions of this Agreement may not be modified or amended except by an instrument in writing signed by all of the parties hereto

10 Except as otherwise provided herein, this Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, and permitted successors and assigns

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written

LANDLORD:

ATTEST:
(corporate seal)

Galileo Cortlandt LLC, a New York limited liability company, Federal Identification Number 86-1084534
By CBL & Associates Management, Inc., a Delaware limited corporation, managing agent, Federal Identification Number 62-1542279

By: Mildred W. Hooper
Mildred W. Hooper
Its: Assistant Secretary

By: Jim Dunn
Jim Dunn
Its: Vice President/Director of Leasing Community Centers
Date: 1/10/05

TENANT/ASSIGNOR:

TOWN CENTER DELI, INC.

By: Marc Hiltzley
Print Name Marc Hiltzley
Date: _____

ASSIGNEE:

Mehmet Shala, Individually
Social Security Number: 078-74-7377

By: Mehmet Shala
Mehmet Shala, Individually
Date: 12/16/04

Emine Shala, Individually
Social Security Number: 103-78-5647

By: Emine Shala
Emine Shala, Individually
Date: 12/16/04

ATTEST/WITNESSES:

Carol R. Mark
First Witness

Colleen O'Brien
Second Witness

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Carol R. Mark
First Witness

Colleen O'Brien
Second Witness

ATTEST/WITNESSES:

Carol R. Mark
First Witness

Colleen O'Brien
Second Witness